

After Recording Return to  
Flo Mott  
Qwest Corporation  
8021 SW Capitol Hill Road  
Room 160  
Portland, OR 97219  
Job# 210031-K Falls

Vol M03 Page 44497

State of Oregon, County of Klamath  
Recorded 06/30/2003 8:42 a m.  
Vol M03 Pg 44497-99  
Linda Smith, County Clerk  
Fee \$ 21.00 # of Pgs 3

03 JUN 30 AMB:42

RECORDING INFORMATION ABOVE

**EASEMENT**

**Private Easement**

The undersigned, **Michael J. Poole and Lori H. Poole**, husband and wife, ("Grantors") for and in consideration of Mutual Benefits and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto **Qwest Corporation**, a Colorado Corporation, ("Grantee") whose address is 1801 California St., Suite 5200, Denver, CO 80202, its successors, assigns, lessees, licensees, and agents a perpetual, non-exclusive easement to construct, reconstruct, modify, add to, operate, maintain, and remove such telecommunications facilities, and other appurtenances, from time to time, as Grantee may require upon, over, under and across the following described property situated in the County of **Klamath**, State of **Oregon**, which the Grantors own or in which the Grantors have any interest ("Easement Area"), to wit:

**A easement, approximately 10' W x 1250' L, for "as placed" telecommunication cable located on a portion of Grantors' property as described in that certain Warranty Deed recorded 05/31/2002, in Vol. M02, Page 32290, and which is further set out on Exhibit A, attached hereto and by this reference made a part hereof, all of which is situated in Section 30, Township 39S South, Range 11½ East, Willamette Meridian.**

Grantors further convey to Grantee the right of ingress and egress to and from the Easement Area during all periods of construction, maintenance, installation, reinforcement, repair and removal over and across Grantors' lands with the right to clear and keep cleared all trees and other obstructions as may be necessary for Grantee's use and enjoyment of the Easement Area.

Grantee shall indemnify Grantors for all damages caused to Grantors as a result of Grantee's negligent exercise of the rights and privileges herein granted. Grantee shall have no responsibility for environmental contamination, which is either pre-existing or not caused by Grantee.

Grantors reserve the right to occupy, use and cultivate the Easement Area for all purposes not inconsistent with the rights herein granted.

Grantors covenant that Grantors are the fee simple owners of the Easement Area or have an interest in the Easement Area. Grantors will warrant and defend title to the Easement Area against all claims.

Grantors hereby covenant that no excavation, structure or obstruction will be constructed, or permitted on the Easement Area and no change will be made by grading or otherwise that would adversely affect Grantee's use and enjoyment of the Easement Area.

R/W #: **OR100902FM01**

Page 1 of 3  
Initials

DP  
MSP


312

The rights, conditions and provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon Grantors and Grantee and their respective successors and assigns.

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the Easement Area is situated.

### Private Easement

Individual(s) as Grantors

  
Michael J. Poole

Michael J. Poole

Lori H. Poole

Lori H. Poole,

## GRANTORS

[illegible]

The foregoing instrument was acknowledged before me this 14 day of ~~October~~ <sup>Feb 2013</sup> 2002, by Michael J. Poole and Lori H. Poole, husband and wife.

**[NOTARY SEAL]**



Witness my hand and official seal:

Kathryn E Nowacki  
Notary Public

Notary Public

My commission expires: 20 Nov 2005

R/W#: OR0100902FM01 Job #: 2180291

**Exchange:** Klamath Falls **County:** Klamath

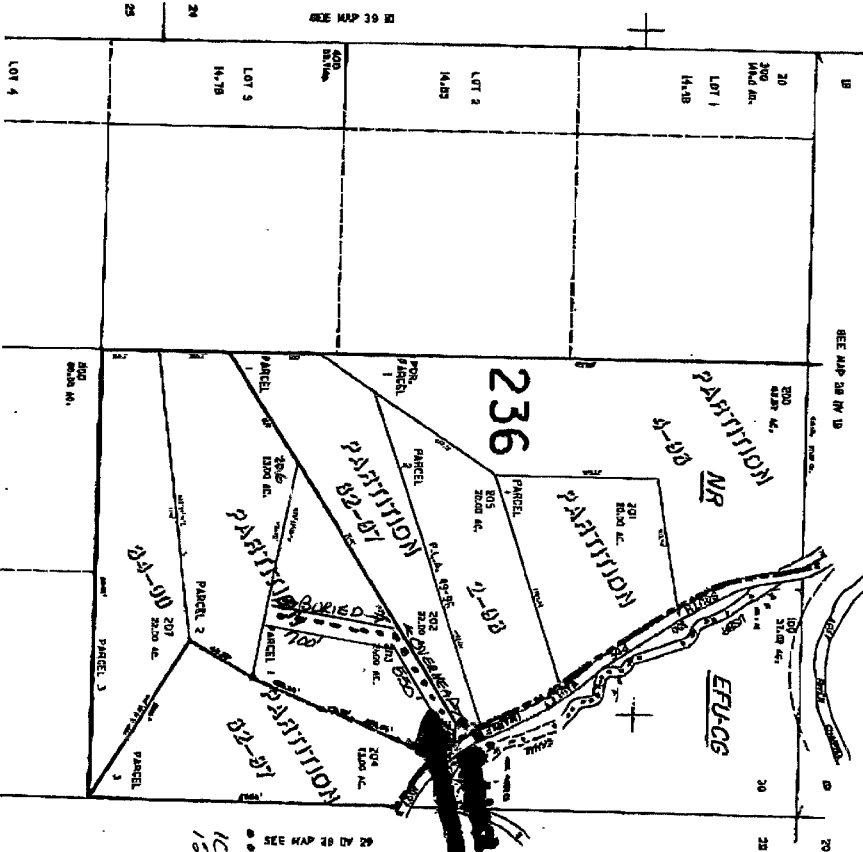
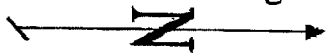
**¼ Section :**            **Section:** 30, **Township:** 39S, **Range:** 11E of W.M.

THIS MAP HAS FORWARDED FOR  
ASSISTANT ENGINEER, ONLY

SECTION 30 T.39S. R.11 W.2E. W.M.  
KLAMATH COUNTY

1-400

39 11V 30



TAX LOT 203  
POOLE PROPERTY  
APPROXIMATE  
EASEMENT LOCATION  
10' W X APPROXIMATELY  
1250' L